

1876-018

Southampton County

Chancery Papers: Neimeyer + al vs Lee + al

5/1876

other surnames: Eskeridge,
Brooks, [Neimeyer, Eskeridge +
Brooks], Bryant, Cowper, Artis,

Miner's Book of Records

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(See p. 1. 25)

To the Honorable George Blod, Judge of the Circuit Court of
Punishment County in Chancery sitting,

Humbly, Complaining your
Creditors William A. Skinner, A. E. Eskridge and E. C. Brooks
Merchants and partners trading under the name, firm and style of
Skinner, Eskridge & Brooks, in the City of Portsmouth, show
unto your Honor that on the 7th day of December 1874, J. T.
Lee was indebted to them in the sum of \$281.75 cts and interest
thereon for goods and Merchandise sold and delivered to them
at his special instance and request, for some time preceding
the 7th day of December 1874, that on the 13th day of May
1874, the said J. T. Lee by a Deed of Trust, a copy of which
is filed herewith as an Exhibit, and marked "A", and prayed to be
taken as a part of this bill, conveyed to H. P. Pope as Trustee, a
tract of Land containing according to said Deed 867 acres,
lying in the County of Punishment, to secure to W. E.
Myrick the payment of the bond amounting to \$1000, that
subsequent to that time the said J. T. Lee sold the following
parcels of Land they being apart of the aforesaid tract of
867 acres to the following persons, to wit, to George J. Bryant
104 1/2 acres for \$340.50 cts to Willis Bryant 24 1/2 acres
for \$118.23 cts to Gaston Cooper 11 1/2 acres for \$54.75 cts
to Artemus Curtis 25 3/4 acres for \$74.28 cts to Edg
Kalis 14 1/2 acres for \$18.75 cts and to Mary Bryant 32 1/2
acres for \$44.40 cts in all 553 1/2 acres for \$242.11 cts.
Your Creditors have every reason to believe the purchasers
have never paid one cent of this money to J. T. Lee,
that after these sales the said J. T. Lee left the State and
as your Creditors are informed settled in the neighboring
County of Hertford North Carolina.

Your Creditors state further
that the said J. T. Lee after making the Deed of Trust
aforesaid, and the sale of Land to the above named parties,
to whom as yet, he has made no Deed, sold the said
Land to him acres of land in fee simple to W. E. Myrick,
as will more fully appear by a copy of the said Deed

dated the 22nd day of December 1874, filed herewith as an Exhibit and marked B. and prayed to be taken as a part of this Bill Your Orators state and charge distinctly and unequivocally that the said Decree was made for the purpose of defrauding them out of their debt, That L. F. Lee in making the said Decree of December 22nd 1874 to Wm. E. Myrick made the same to hinder, delay, and defraud his other Creditors out of their just debts, That L. F. Lee having sold Land to the various persons abovesaid to the amount of \$200,000 there sold the same to Wm. E. Myrick absolutely for the sum of \$1500, and that the money has not been paid from Myrick to Lee, but that it was done so that when the various persons to whom he formerly sold said Land paid for the same, Myrick should make them Cash, receive the money, pay himself the amounts due him on the abovesaid bonds, and transmit the residue some \$1000 or more to L. F. Lee beyond the limits of the State, and so defraud your Orators out of their just demands and debts. Your Orators do not charge Wm. E. Myrick or the purchaser of Land abovesaid with being guilty of fraud or hindering themselves even to L. F. Lee's refusal to let to defraud his Creditors, but they do charge that Lee has acted fraudulently and has tried to arrange it so that he could slip his effects from the State and not pay his debts, and therefore your Orators have brought this Suit in Chancery and attached the effects of the said L. F. Lee in the hands of the abovesaid parties in order to secure their debt.

In Tender Consideration thereof and in as much as your Orators are entitled to adequate relief at Law, and only entitled to full relief in a Court of Equity, where questions of fraud and peculiarly Equitable, they therefore pray that L. F. Lee, Wm. E. Myrick, A. T. Pope, Rufus J. Bryant, Willis Bryant, Gaston Cooper,

Artemus Arlis, Edy Arlis, and Mary Bryant, may
be made parties defendants to this bill, and that they
and agreed Counsel shall as full and perfect answer make
to the allegations therein contained as if they had been
themselves more fully interrogated. And that Wm. E.
Myrick answers Specially and particularly that much
L. P. Lee had some time and had much money, he will send
in hand after paying himself, belonging to L. P. Lee, that he
State whether or not the sales to George J. Bryant, Willis Bryant,
Gaston Cooper, Artemus Arlis, Edy Arlis, and Mary Bryant, have
not been made as your Orators allege, and if he is not to
receive the money, make them do so, and after paying himself,
transmit the balance of the purchase money to the said L. P.
Lee; and that George J. Bryant, Willis Bryant, Gaston Cooper,
Artemus Arlis, Edy Arlis and Mary Bryant, answers
if they have not bought land from L. P. Lee, how
many acres, and how much they owe of the purchase
and money now. And that your Honor agreed restrain
them from paying to L. P. Lee, but to pay out of
the said money to your Orators their full
debt, and interest, and that the Court agreed
grant such other and general relief, the premises
considered, as Equity may dictate, and the
nature of the case may demand, and as in
duty bound your Orators will ever pray &c.

Griffin (p.p.)

(Exhibit A.)

This Indenture, made 13th day of May Eighteen hundred
and twenty six between Lemuel S. Lee and Lelia S. Lee his wife
of the first part, Garrison S. Pope (Trustee) of the second part
and Wm. E. Myrick of the third part. Witnesseth that for
and in consideration of the premises herein after alluded
to, and the further consideration of one dollar to them

in hand paid by the said Harrison P. Pope (Trustee) the receipt whereof is hereby acknowledged, the said Lemuel P. Lee and Leticia J. Lee wife, do grant and convey unto the said Harrison P. Pope (Trustee) One certain tract of Land, situated in the County of Southampton, State of Virginia, containing Eight hundred and Sixty seven acres more or less, and is bounded by the lands of Burgess & Viger, Mrs. Edwin Whitley, Benj. J. Bryant & bordering on the Mill Run of S. P. Hinton's Mill, to him and his heirs forever. For Trust, secured by second two Bonds one dated and due the 21st day of July Eighteen hundred & Seventy five, for Two hundred & thirty five dollars & thirty seven Cents, one other Bond dated and due the 8th day of May Eighteen hundred and Seventy six for Two hundred dollars. To be paid in lawful money of the United States, which debt is due by the said Lemuel P. Lee, to the said Wm E. Myrick. It is stipulated and agreed upon by the parties to this deed that if the said Lemuel P. Lee shall fail to pay the aforesaid bonded bonds and interest by the 31st day of December Eighteen hundred and Seventy six, that the said Wm E. Myrick, or his legal representatives, shall at his or their discretion order the said Trustee to sell the said tract of Land for cash after giving twenty days notice of the time and place of sale, pay all expenses necessary to execute the provisions of this deed including the said Trustee's fee per Cent Commission, pay all that may be due on the said Bonds principal and interest to the said Wm E. Myrick or his legal representatives, and the balance if any, pay to the said Lemuel P. Lee, and the said Lemuel P. Lee warrants generally the property conveyed. Witness the following signatures and seals.

Lemuel P. Lee Seal
Leticia J. Lee Seal

State of Virginia,

County of Southampton

I, John J. Viger, a Notary Public, in the County aforesaid, for the State aforesaid, do Certify that Leticia J. Lee, the wife of Lemuel P. Lee, who came and signed to the

writing above, bearing date on the 13th day of May 1876,
personally appeared before me, in the County aforesaid, and
in the State aforesaid, and being examined by me privately
and apart from her husband, and hearing the writing above
fully explained to her, she the said Leticia J. Lee, acknowledged
the said writing to be her act and deed, and declared that she
had willingly executed the same & does not wish to retract it.
Given under my hand this 13th day of May 1876.

John J. Dyer,
Notary Public

State of Virginia,
County of Buchanan D. C.

I, John J. Dyer, a Notary
Public for the County aforesaid, in the State aforesaid, do certify
that Samuel B. Lee of said County is signed to the Writing above
bearing date on the 13th day of May 1876.

John J. Dyer,
Notary Public

Buchanan County, In the Clerk's Office, May 15th 1876.
This Order of Court from Samuel B. Lee to Harrison P. Piper (Executor)
for the benefit of Wm. E. McQuirk, was this day received &
together with the Certificate thereto annexed, admitted to
record.

Teste,
S. K. Edwards C. C.